



**PATENT
DON04 P-945**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner : Evelyn A. Lester
Group : 2873
Applicant : Niall R. Lynam
Serial No. : 09/973,320
Filed : October 9, 2001
For : REDUCED ULTRAVIOLET RADIATION TRANSMITTING,
VARIABLE TRANSMISSION, GLAZING ASSEMBLY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE
PATENTING REJECTION [37 CFR 1.321]

The undersigned Disclaimant, Niall R. Lynam, is Senior Vice President and Chief Technical Officer of the Assignee identified below, and represents that he is empowered to act on behalf of the Assignee.

The Assignee of record, Donnelly Corporation, located at 414 East Fortieth Street, Holland, Michigan 49423, is the owner of the entire right, title and interest in and to the above-identified application and invention. This application is a continuation of prior pending application Serial No. 09/665,614, filed September 18, 2000, now issued as United States Patent No. 6,304,363, which is a continuation of Serial No. 09/418,525, filed October 14, 1999, now issued as United States Patent No. 6,122,093, which is a continuation of application Serial No. 09/233,164, filed January 18, 1999, now issued as United States Patent No. 5,986,797, which is a continuation of application Serial No. 08/939,854, filed September 29, 1997, now issued as United States Patent No. 5,864,419, which is a continuation of Serial No. 08/617,333, filed March 18, 1996, now issued as United States Patent No. 5,680,245, which is a continuation of application Serial No. 08/293,736, filed August 19, 1994, now United States Patent No. 5,523,877, which is a continuation of application Serial No.

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08/082,882, filed June 25, 1993, now issued as United States Patent No. 5,355,245, which is a continuation of application Serial No. 07/732,572, filed July 18, 1991, now issued as United States Patent No. 5,239,406, which is a continuation-in-part of application Serial No.

07/464,888, filed January 16, 1990, now issued as United States Patent No. 5,115,346, which is a continuation-in-part of application Serial No. 07/155,256, filed February 12, 1988, now abandoned. The Assignment to the Assignee was recorded on July 18, 1991, at Reel 5785, Frame 269, a copy of which is attached.

The Disclaimant states that the evidentiary document, namely the attached Assignment, has been reviewed, and Disclaimant hereby certifies that, to the best of his knowledge and belief, title is in the Assignee seeking to take the below action.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 5,115,346 which was issued on May 19, 1992, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 5,115,346, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 5,239,406 which was issued on August 24, 1993, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 5,239,406, this agreement to

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run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 5,355,245 which was issued on October 11, 1994, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 5,355,245, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 5,523,877, which was issued on June 4, 1996, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 5,523,877, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 5,864,419, which was issued on January 26, 1999, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 5,864,419, this agreement to

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run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 5,986,797, which was issued on November 16, 1999, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 5,986,797, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 6,122,093, which was issued on September 19, 2000, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 6,122,093, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 6,304,363 which was issued on October 16, 2001, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 6,304,363, this agreement to

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run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

Assignee does not disclaim the terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of any of U.S. Patent 5,115,346, U.S. Patent 5,239,406, U.S. Patent 5,355,245, U.S. Patent 5,523,877, U.S. Patent 5,864,419, U.S. Patent 5,986,797, U.S. Patent 6,122,093 or U.S. Patent 6,304,363, in the event that any one of those patents later: 1) expires for failure to pay a maintenance fee, 2) is held unenforceable or found invalid by a court of competent jurisdiction, 3) is statutorily disclaimed in whole or is found terminally disclaimed under 37 CFR 1.321(a), 4) has all claims cancelled by a reexamination certificate, 5) is reissued, or 6) is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I hereby declare that all statements made herein are of my own knowledge and are true and that all statements made on information and belief are believed to be true; and further, that the statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, as set out under Section 1001, Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application or any patent issuing thereon.

January 30, 2004
Date

DONNELLY CORPORATION

Niall R. Lynam
Niall R. Lynam
Senior Vice President and
Chief Technical Officer

DSG/ram

117732572

ASSIGNMENT

WHEREAS, Niell R. Lynam

residing at 248 Foxdown, Holland, Michigan 49424

respectively, (hereinafter referred to as Assignor) have invented certain new and useful improvements in NEAR-INFRARED REFLECTING, ULTRAVIOLET PROTECTED, SAFETY PROTECTED, ELECTROCHROMIC VEHICULAR GLAZING for which an application for United States Letters Patent was executed on even date herewith

WHEREAS, Donnelly Corporation

a corporation of the State of Michigan
having a place of business at 414 E. Fort Leck Street, Holland, Michigan 49423

(hereinafter referred to as Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable considerations, Assignor hereby sells, assigns and transfers unto said Assignee the full and exclusive right, title and interest in the said invention in the United States and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and in any and all foreign countries and in and to any and all divisions, reissues, continuations, continuation-in-part, and extensions thereof including the full right to claim for any such applications the benefits of the International Convention.

Assignor hereby authorizes and requests the Patent Office Officials in the United States and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee as the owner of the entire right, title and interest in and to the same, for the sole use and behalf of said Assignee, its successors and assigns.

FURTHER, Assignor agrees to communicate to said Assignee or its representatives any facts known to Assignor respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitution, renewal, and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said Assignee, make all rightful oaths and generally do everything possible to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

IN TESTIMONY WHEREOF, I (we) have hereunto set my (our) hand(s) on the date appearing next to my (our) signature.

Witness:

Inventor:

Date:

Bartley R. Lynam

Niell R. Lynam
Niell R. Lynam

7/18/91

RECORDED
PATENT & TRADE MARK OFFICE

JUL 18 1991

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